

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
Plaintiff,) CIVIL ACTION NUMBER
v.) 1:14-cv-290-RL-SLC
OFFICE CONCEPTS, INC.,)
Defendant.)

Consent Decree

The Equal Employment Opportunity Commission filed this action against Office Concepts, Inc., on September 23, 2014, alleging that Office Concepts violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The Commission's Complaint alleges that Office Concepts discriminated against Lynsey Burd by terminating her employment because of her pregnancy. The Commission brought this action to correct Office Concepts' alleged unlawful employment practices, and Office Concepts denies that any discriminatory practices occurred. The parties have advised the Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

The Commission and Office Concepts hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

It is therefore the finding of this Court, based on the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII of the Civil Rights Act of 1964 will be promoted and effectuated by the entry of this Decree; and (3) this Decree resolves all the matters in controversy between the parties as provided in Sections 1 through 5 below.

It is therefore ORDERED, ADJUDGED, AND DECREED as follows:

1. Injunctive Relief

1.1. Pregnancy Discrimination Prohibited

Office Concepts and its officers, managers, and employees are prohibited from terminating employees because of pregnancy.

1.2. Retaliation Prohibited

Office Concepts and its officers, managers, and employees are prohibited from discriminating or retaliating against any person: (i) because such person opposes or has opposed any practice based on disability and made unlawful under Title VII; (ii) because such person files or has filed a Charge of Discrimination alleging an unlawful employment action based on pregnancy; or (iii) because such person participates or has participated in any manner in any investigation, proceeding, or hearing under Title VII. This prohibition includes making negative statements to current or prospective employers of Office Concepts' current or former employees because such current or former employees participated as a witness in the Commission's investigation and lawsuit.

2. Relief for Lynsey Burd

2.1. Amount

Office Concepts shall pay to Lynsey Burd a total of \$45,000.00, which represents backpay damages.

2.2. Payment

2.2.1. Office Concepts shall make payment by check payable to Lynsey Burd mailed by certified mail to the address identified by Lynsey Burd as her residence during her March 25, 2015 deposition, with a copy to the Commission.

2.2.2. Payment shall be due within fourteen calendar days after entry of this Decree by the Court.

2.2.3. Office Concepts shall mail the Commission a copy of Burd's signed certified mail receipt as proof of payment.

2.3. Taxes

Office Concepts shall detail all legal withholdings from backpay damages in a W-2 statement.

2.4. Reference

Upon approval of this Decree by the Court, the Commission will provide Office Concepts with an unmarked electronic version of the reference letter marked Appendix A. Office Concepts, through its president Kurt Snouffer, shall print five copies of the letter, sign each, place each in a separate, unsealed Office Concepts envelope, and send each to Lynsey Burd along with her payment under Section 2.2.

2.5. Personnel File

All references to Burd's charge and participation in this suit shall be removed from her personnel file and maintained in a separate file.

3. Office Concepts' Obligations

3.1. Term

The term of this Decree shall be for two (2) years following the date of the entry of this decree.

3.2. Training

Each of Office Concepts' managers shall attend three training sessions during the term.

3.2.1. All costs associated with the training will be borne by Office Concepts.

3.2.2. The three training sessions shall be conducted under the Commission's Customer Specific Training Program within two years of the date of this Consent Decree. Office Concepts retains the responsibility for assuring the trainings are completed timely. These trainings shall cover the following topics: preventing pregnancy discrimination; an overview of the Commission's procedures and statutes it enforces; and an overview of the Americans with Disabilities Act.

3.2.3. Office Concepts shall retain the agenda, any written materials provided by the Commission, and a list with the names and signatures of those in attendance.

3.3. Notice

3.3.1. Office Concepts shall post the Notice of Non-Discrimination Policy attached as Appendix B to this Decree in a conspicuous place in its facility. The Notice shall remain posted throughout the term of this Decree. If the Notice becomes defaced or unreadable, Office Concepts shall replace it immediately by posting another copy of the Notice.

3.3.2. Kurt Snouffer shall send the Notice of Non-Discrimination Policy attached as Appendix B to all Office Concepts employees via email within 7 days after entry of this Decree.

3.3.3. If the employment relationship between Office Concepts and any of the key personnel identified in Section 3.3.3.2 below ends during the term of this Decree, Office Concepts shall provide the employee with a copy of the Notice of Non-Discrimination Policy attached as Appendix B.

3.3.3.1. Office Concepts shall provide one copy of the Notice on the individual's final day of employment. Office Concepts shall provide a second copy of the Notice along with any other post-termination papers, such as a notice of the former employee's right to continue insurance coverage under COBRA. If Office Concepts does not send any such post-termination papers to the former employee, then it shall mail a copy of the Notice separately following the individual's final day of employment by Office Concepts.

3.3.3.2. Key personnel are those employees who participated as witnesses in the Commission's investigation of Lynsey Burd's charge of discrimination and subsequent suit. Included within key personnel are: Steve

Lehman, Tony Duquette, Amy Gerhardstein, Carie Templeton, Jamie Pyle, Robin Harris, and Tamy Rietdorf.

3.3.4. Office Concepts shall post a current “EEO is the Law” poster along with its other notice posters advising employees of legal rights. The “EEO is the Law” poster is available for downloading and printing from <http://www1.eeoc.gov/employers/poster.cfm>. If the poster becomes defaced or unreadable, Office Concepts shall replace it immediately by posting another copy of the poster.

3.4. Reporting

3.4.1. Within 14 days after entry of this Decree, Office Concepts shall certify its compliance with Sections 2.4 and 3.3.1.

3.4.2. During the term of this Decree, Office Concepts shall provide notice to the Commission of any employee whose employment ends during the employee’s pregnancy. The notice shall be provided within 14 days of the end of employment. The notice shall identify the employee, provide her last known address, telephone number, and email address, and state the reason for the end of her employment.

3.4.3. On or before June 1 of every year during the term of this Decree, Office Concepts shall provide the Commission with an annual report.

3.4.3.1. As part of the annual report, Office Concepts shall certify that it is in compliance with all of its obligations under the Decree and has been in compliance at all times.

3.4.3.2. Office Concepts shall include with the report date-stamped photographs showing the Notice and Poster identified in Section 3.3.1. The photographs shall be of sufficient quality to allow the Notice and Poster to be read.

3.4.3.3. Office Concepts shall identify any individual designated as key personnel in Section 3.3.3.2 whose employment relationship with Office Concepts has ended, and shall certify with respect to each such individual that Office Concepts has complied with its obligations under Section 3.3.3.1.

3.4.3.4. Office Concepts shall certify that it has complied with Section 3.4.2.

3.5. Compliance

Office Concepts agrees that the Commission may review compliance with this Decree. As part of its review, the Commission may inspect the premises, interview pregnant employees and other employees the Commission deems may have relevant information, and examine and copy relevant personnel documents upon prior written notice at least 7 calendar days in advance.

4. Enforcement

4.1. Informal Resolution

In the event the Commission alleges that a violation of this Decree has occurred, the Commission will give notice in writing by certified mail, specifically identifying the alleged violation to Office Concepts, with a copy to its counsel. Office Concepts will have thirty (15) days from the date of the Commission's notice to investigate and respond to the allegation. Thereafter,

the parties will have a period of thirty (20) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding the Commission's allegation.

4.2. Judicial Resolution

If the Commission is unable to obtain relief under Section 4.1, it may initiate contempt proceedings with the Court. If the Court finds Office Concepts has failed to perform any of its duties under this decree, Office Concepts shall pay a fine of \$100 per day of its failure, beginning the date the Commission shows Office Concepts breached its obligations and continuing until the date that Office Concepts remedies its breach. In addition to any other relief ordered, the Court may in its discretion award the Commission attorney fees and costs incurred in obtaining Office Concepts' compliance. If the Commission brings a contempt proceeding and the Court does not find Office Concepts in contempt of this Consent Decree, and the Court finds that the Commission's claim of contempt was frivolous, unreasonable, or groundless, the Court may in its discretion award Office Concepts attorney fees and costs incurred in defending the proceeding.

5. Miscellaneous Provisions

5.1. Jurisdiction

The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

5.2. Costs and Attorneys Fees

The Commission and Office Concepts shall each bear its own costs and attorneys fees, except as set forth in Section 4.2.

5.3. Delivery of Required Certifications and Reports

Each report and certification required by this agreement shall be mailed to the Commission via first class mail addressed as follows:

Regional Attorney, Indianapolis District
Equal Employment Opportunity Commission
101 West Ohio Street, Suite 1900
Indianapolis, Indiana 46204

A copy of each shall also be emailed to jonathan.bryant@eeoc.gov.

5.4. Amendment

This Consent Decree may only be amended by consent of the parties with Court approval.

5.5. Decree Binding on Successor

This decree shall be binding on Office Concepts' successors and assigns in interest.

May 17, 2016
Date

/s/Rudy Lozano
Judge, United States District Court

Copies to:

Jonathan P. Bryant, Trial Attorney
Equal Employment Opportunity
Commission
101 W. Ohio Street, Suite 1900
Indianapolis IN 46204-4203
(317) 226-5588
FAX: (317) 226-5571
E-MAIL: jonathan.bryant@eeoc.gov

Jon A. Bragalone
Adrienne C. Romary
Carson Boxberger LLP
301 W. Jefferson Blvd., Suite 200
Fort Wayne, IN 46802
(260) 423-9411
E-MAIL:
bragalone@carsonboxberger.com
romary@carsonboxberger.com

APPENDIX A

[Date]

To Whom It May Concern:

Let it be known by all that Lynsey Burd worked for my company, Office Concepts, from March 2011 through July 2012. During that time, I came to know Lynsey as a quick study. She was conscientious and reliable. Please consider her application for hire.

Sincerely yours,

Kurt Snouffer
Owner, Office Concepts, Inc.

APPENDIX B
**EMPLOYEE
NOTICE**

NOTICE OF NON-DISCRIMINATION POLICY

This Notice is posted as required by a Court Order resolving an employment discrimination lawsuit filed by the United States Equal Employment Opportunity Commission against Office Concepts, Inc., in the United States District Court for the Northern District of Indiana, Civil Action No. 1:14-cv-290-RL-SLC.

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's sex, pregnancy, race, color, religion, national origin, age (over 40), disability, or genetic information.

Federal law also prohibits retaliation of any kind against any person who has opposed any practice made unlawful under federal law or because an individual has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

Office Concepts supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

If you have any complaints of discrimination, you may contact the Commission at the address or telephone number given below. An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162**